Adult and Child Activity Waiver

Consent, acknowledgement of risk, release and indemnity

Beaches Sandbox Foundation | Combined version 1.1 | 2 November 2026

This agreement is for one identified participant. An adult participant signs for themselves. For a participant under 18, a parent or legal guardian with authority signs for the child. The same agreement text is used for both, with the applicable provisions identified below.

Complete a separate acceptance record for each participant. Acceptance for one person does not automatically cover a sibling, another adult or anyone else in the household. A parent or guardian who also participates must accept separately as an adult participant.

Participant identification

Complete these fields or confirm the equivalent information in the participant record linked to this acceptance. The signer must be identifiable separately from a child participant.

Participant full legal name	
Date of birth	
Street address	
City, province and postal code	
Mindbody participant ID or other registration reference	

Participant is: [ ] Adult aged 18 or older [ ] Child or youth under 18

Person signing this agreement

[ ] I am the adult participant identified above and have capacity to sign for myself.
[ ] I am the child participant's parent or legal guardian and have authority to give the consents in this agreement.

Signer full legal name	
Relationship to child if applicable	
Signer email and phone	

A shared account, payment relationship or booking made for another person does not by itself establish authority to sign for them. If authority is uncertain, contact the Foundation before acceptance.

Important notice about your legal rights

PLEASE READ THE ENTIRE AGREEMENT BEFORE ACCEPTING. IT INCLUDES ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY TERMS, INCLUDING TERMS RELATING TO NEGLIGENCE. AN ADULT PARTICIPANT RELEASES THEIR OWN CLAIMS. A PARENT OR GUARDIAN RELEASES THEIR OWN PERSONAL CLAIMS AND UNDERTAKES PERSONAL OBLIGATIONS. THIS AGREEMENT DOES NOT PURPORT TO WAIVE A RIGHT OF A CHILD THAT CANNOT LAWFULLY BE WAIVED.

1 Definitions and scope

In this agreement, "Participant" means the single person identified on page 1 or in the participant record expressly linked to this acceptance. "Adult Participant" means a Participant aged 18 or older. "Child" means a Participant under 18. "I", "me" and "my" mean the person signing: either the Adult Participant or the Child's parent or legal guardian, as applicable. A parent or guardian makes the personal releases and indemnities in their own capacity.

"Foundation" means Beaches Sandbox Foundation, a corporation incorporated under the Canada Not-for-profit Corporations Act under corporation number 1316631-7 and registered as a charity under Business Number 789360500RR0001.

"Released Parties" means the Foundation and its current and former directors, officers, employees, volunteers, agents, instructors, facilitators, independent contractors, representatives, successors and assigns, together with any programme provider and any owner or occupier of premises specifically identified in the registration or programme materials.

"Activities" means all routine Beaches Sandbox programmes, classes, workshops, camps, drop-ins, events, fitness, sport, recreation, arts, music, dance, yoga, wellness, culinary, social, community, educational and other standard activities that the Participant registers for, attends, participates in or is present for during the Coverage Period, as described in the applicable registration, programme, schedule, website, email or other participant materials.

Activities include arrival, check-in, orientation, instruction, breaks, transitions between activity areas, supervised or reasonably related free time, departure, and reasonably related use of premises, facilities, furnishings, equipment, tools, appliances, materials, props, supplies, food, beverages and services. Activities may take place at Beaches Sandbox, online, outdoors, in public or shared spaces, or at another identified location, and may be delivered, hosted, supervised or supported by the Foundation or an identified third-party provider.

Activities do not include an activity for which the Foundation requires a separate activity-specific consent or waiver because it presents materially different or additional risks, involves travel, transportation, an off-site excursion, an overnight component, specialized equipment, higher-risk physical activity or otherwise requires additional consent. This agreement alone does not authorize participation in such an activity. When accepted, a separate activity-specific consent or waiver supplements this agreement unless it expressly states otherwise.

2 Coverage period and replacement versions

For both adults and children, the Coverage Period begins when this agreement is accepted by the Adult Participant or the Child's authorized parent or legal guardian, as applicable, and continues until the Foundation replaces it with a newer version. There is no fixed end date, annual expiry or routine renewal requirement.

When the Foundation issues a newer version, the Adult Participant or the Child's authorized parent or legal guardian, as applicable, must accept that version before further participation.

On turning 18, the Participant must accept this agreement for themselves as an Adult Participant before further participation. A parent or guardian's earlier acceptance does not become an adult acceptance automatically.

A separate acceptance is not required for every routine class or session during the Coverage Period. Replacement does not affect this agreement's application to Activities undertaken while it was in effect. Additional activity-specific requirements still apply.

3 Participation and responsibility

As an Adult Participant, I voluntarily choose to participate. As a parent or guardian, I have reviewed the nature of the Activities and voluntarily consent to the Child's participation. In the applicable capacity, I agree that:

- I will consider whether each Activity is appropriate for the Participant, having regard to age, health, physical condition, abilities, experience and relevant circumstances, including a Child's behavioural and support needs.
- I will provide complete and accurate information relevant to safe participation or accommodation through the approved secure route, and promptly update it when circumstances change.
- I will review the materials, risks, rules, preparation requirements and instructions for each Activity, and ask questions before participation where needed.
- As an adult, I will follow reasonable rules, safety procedures and directions, use equipment and materials only as directed, and stop and tell staff if I feel unsafe, unwell or unable to continue. As a parent or guardian, I will help the Child understand and follow those requirements to the extent reasonably possible for the Child's age and abilities.
- The Foundation may limit, suspend or end participation where it reasonably believes this is necessary for the Participant's safety or the safety, comfort or well-being of others, subject to applicable law.
- As a parent or guardian, I will promptly advise the Foundation if my authority to consent changes or ends. Programme-specific supervision, arrival and authorized-pickup requirements remain applicable.

4 Risks of the Activities

THE ACTIVITIES INVOLVE RISKS, DANGERS AND HAZARDS, INCLUDING SERIOUS INJURY, PERMANENT DISABILITY, DEATH, ILLNESS AND PROPERTY LOSS OR DAMAGE. RISKS MAY ARISE FROM THE ACTIVITY, THE PARTICIPANT'S CONDUCT, OTHER PEOPLE, PREMISES OR EQUIPMENT, OR THE NEGLIGENCE OF ONE OR MORE RELEASED PARTIES.

The nature and degree of risk vary by Activity. Risks may be inherent, foreseeable or unforeseeable and may include:

- Slips, trips, falls, collisions, contact with people or objects, and wet, slippery, uneven or obstructed floors, stairs, entrances, exits, walkways or activity areas.
- Crowding, lighting, noise, weather, temperature, ventilation and other environmental or premises conditions.
- The condition, placement, setup, use, maintenance or cleaning of premises, furnishings, equipment, tools, appliances, materials, props or supplies, including improper use by any person.
- Physical exertion, stretching, repetitive or sudden movement, balance activities, improper technique, misjudging abilities, or participating while tired, unwell, distracted, dehydrated or impaired.
- Culinary and food risks, including knives, hot surfaces or liquids, appliances, choking, allergens, cross-contamination, food handling and undisclosed allergies or dietary restrictions.
- Communicable illness, infectious disease, allergens, irritants, substances and other exposures.
- Failure to follow instructions, warnings, signage or safety procedures; acts, omissions, negligence or errors of participants, visitors, staff, volunteers, instructors, contractors or others; failure to protect, supervise, safeguard, instruct or warn; and delayed, inadequate or unavailable first aid or medical assistance.

5 Consequences and adult assumption of risk

The risks described in section 4 may result in cuts, bruises, burns, allergic reactions, choking, food-borne or other illness; strains, sprains, fractures and other injuries; overexertion, fatigue, dizziness, fainting, dehydration or loss of balance; aggravation of a pre-existing condition or disability; mental, emotional, sensory or physical discomfort, stress or anxiety; property loss or damage; permanent disability; or death. The Foundation cannot identify or eliminate every risk. Additional risks may be described in programme materials or communicated by staff.

The following provisions apply when I sign as an Adult Participant

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ARISING FROM OR CONNECTED WITH THE ACTIVITIES DURING THE COVERAGE PERIOD, WHETHER KNOWN OR UNKNOWN, WHETHER DESCRIBED HERE OR NOT, AND WHETHER CAUSED BY NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. I REMAIN FREE TO DECLINE ANY ACTIVITY.

6 Adult release and waiver of claims

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE, I, ON BEHALF OF MYSELF AND MY HEIRS, ESTATE TRUSTEES, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, EXPRESSLY WAIVE AND RELEASE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS I HAVE OR MAY IN FUTURE HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF, ATTRIBUTABLE TO OR CONNECTED WITH THE ACTIVITIES DURING THE COVERAGE PERIOD, INCLUDING INJURY, ILLNESS, DISABILITY, DEATH, PROPERTY DAMAGE, LOSS OR EXPENSE, DUE TO ANY CAUSE, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF DUTY OF CARE OR BREACH OF A STATUTORY DUTY OF CARE.

This includes claims concerning my use of premises, facilities, equipment, materials or services; a failure to warn, instruct, supervise, safeguard or protect me; and breach of the duty under section 3(1) of the Occupiers' Liability Act, R.S.O. 1990, c. O.2, to the extent that duty may lawfully be restricted, modified or excluded.

I agree not to commence, maintain, bring or participate in a claim or proceeding concerning a matter lawfully released under this agreement. No provision limits a right or remedy that cannot lawfully be limited or waived.

7 Adult indemnity

I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, ARISING FROM A THIRD-PARTY CLAIM OR PROCEEDING CONNECTED WITH MY ATTENDANCE, PARTICIPATION OR PRESENCE AT AN ACTIVITY DURING THE COVERAGE PERIOD, TO THE FULLEST EXTENT PERMITTED BY LAW.

This includes third-party claims connected with my negligent, reckless or wrongful conduct, my failure to follow reasonable rules or safety instructions, my breach of this agreement, or injury or damage caused by me to another person or property. This indemnity does not apply to the extent a claim, loss, liability, cost or expense is caused solely by a Released Party's gross negligence or wilful misconduct, or cannot lawfully be indemnified.

8 Parent or guardian consent and personal release

This section and section 9 apply only when I sign as a Child's parent or legal guardian. They are my personal agreements. They do not make the Child the person giving the adult release in sections 5 to 7.

HAVING CONSIDERED THE RISKS IN SECTIONS 4 AND 5, I VOLUNTARILY CONSENT TO THE CHILD'S PARTICIPATION DURING THE COVERAGE PERIOD. IN MY PERSONAL CAPACITY, I FREELY ACCEPT AND ASSUME THE RISKS ASSOCIATED WITH THE CHILD'S PARTICIPATION OR PRESENCE, INCLUDING RISKS ARISING FROM NEGLIGENCE OF A RELEASED PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW. I REMAIN FREE TO DECLINE THE CHILD'S PARTICIPATION IN ANY ACTIVITY.

IN CONSIDERATION OF THE CHILD BEING PERMITTED TO PARTICIPATE, I, ON BEHALF OF MYSELF AND MY HEIRS, ESTATE TRUSTEES, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, EXPRESSLY WAIVE AND RELEASE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS THAT I PERSONALLY HAVE OR MAY IN FUTURE HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF,

ATTRIBUTABLE TO OR CONNECTED WITH THE CHILD'S PARTICIPATION OR PRESENCE AT AN ACTIVITY DURING THE COVERAGE PERIOD, INCLUDING INJURY, ILLNESS, DISABILITY, DEATH, PROPERTY DAMAGE, LOSS OR EXPENSE, DUE TO ANY CAUSE, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF A DUTY OF CARE.

This includes my personal claims concerning the Child's use of premises, facilities, equipment, materials or services; failure to warn, instruct, supervise, safeguard or protect; and, to the extent applicable to my own claim, breach of a statutory duty under the Occupiers' Liability Act, R.S.O. 1990, c. O.2.

Nothing in this agreement is intended to waive or release a legal right belonging to the Child that a parent or guardian cannot lawfully waive or release. Any provision not legally effective against the Child will be interpreted only to the extent permitted by law.

9 Parent or guardian indemnity

IN MY PERSONAL CAPACITY, I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS, ARISING OUT OF OR CONNECTED WITH THE CHILD'S REGISTRATION, ATTENDANCE, PARTICIPATION, PRESENCE OR CONDUCT IN CONNECTION WITH AN ACTIVITY DURING THE COVERAGE PERIOD, TO THE FULLEST EXTENT PERMITTED BY LAW.

This includes claims brought by or on behalf of a third party, another participant, parent, guardian, visitor, staff member, volunteer, contractor, programme provider or other person, whether caused by the Child, by me, by a person for whom I am responsible, or by a Released Party's negligence, breach of contract or breach of a statutory or other duty of care, to the fullest extent permitted by law.

It includes claims arising from my own negligent, reckless or wrongful conduct; my material breach of this agreement; my failure to provide complete and accurate information I knew or reasonably should have known was relevant to safe participation; or damage caused by my own conduct. It also includes claims brought by or on behalf of the Child, or the Child's parent, guardian, litigation guardian, estate, representatives, successors or assigns, connected with the Activities, including allegations of negligence or breach of duty by a Released Party, only to the extent such an indemnity is permitted by law.

This indemnity does not require me to indemnify conduct that cannot lawfully be released or indemnified, and does not make me responsible for a claim belonging solely to the Child except to the extent permitted by law. Separate activity-specific agreements supplement this indemnity unless they expressly state otherwise.

10 Emergency contacts and health information

The Participant's current emergency contact must be recorded in the linked registration record or below. For a Child, provide an alternate contact in addition to the parent or guardian.

Emergency contact name and relationship	
Contact phone and email if available	

Provide or update allergies, medical information, disabilities, accessibility and behavioural support needs through a secure collection route approved by the Foundation, or contact the Beaches Sandbox team to arrange this. Do not place sensitive medical details in the general waiver text or unrestricted notes. I will promptly update information relevant to safe participation or accommodation.

11 Emergency response and medical arrangements

If the Foundation reasonably believes the Participant needs medical attention, I authorize its staff, volunteers, instructors and contractors to provide or arrange first aid, contact me and/or the emergency contact, contact emergency services, arrange ambulance or other reasonably appropriate transportation, and share relevant medical, emergency and contact information with appropriate staff, first responders and medical professionals as reasonably necessary.

As an Adult Participant, I authorize these emergency arrangements for myself. As a parent or guardian, I authorize them for the Child to the extent of my lawful authority. Assessment and treatment remain subject to applicable consent law, including the rights of a Participant capable of making the particular treatment decision and the rules governing emergency treatment. This agreement does not replace consent required from the Participant or an authorized substitute decision-maker.

I am responsible, to the extent permitted by law, for ambulance, treatment and related costs not covered by public or private insurance. Acceptance of the required agreement includes authorization of the emergency arrangements described above.

12 Personal information and privacy consent

The Foundation collects information about the Participant and signer for registration, enrolment, payment and delivery of Activities. This includes identity, contact and emergency details, attendance, consent and waiver records, accommodation and support needs and, where reasonably necessary, limited health information relevant to safe participation.

Information may be used to communicate about Activities; provide accessibility and inclusion supports; respond to medical or safety situations; maintain records; administer insurance, risk management and incident reporting; comply with legal, regulatory and contractual obligations; and protect the safety and well-being of participants, volunteers, staff and the public.

The Foundation may disclose information to employees, volunteers, instructors, contractors, programme providers, insurers, legal advisors, payment processors, emergency responders, medical professionals and service providers where reasonably necessary for these purposes, or as required or permitted by law. Health information is limited to what is reasonably necessary and access is restricted to people who require it for their responsibilities.

Information is retained only as long as reasonably necessary for its collection purposes and applicable legal, regulatory, insurance, safety, risk-management and record-keeping requirements, then securely destroyed, anonymized or otherwise disposed of under the Foundation's records-management practices. Contact the Foundation for privacy information or access/correction requests.

By accepting the required agreement, I consent to these practices for my information and, when signing for a Child, confirm my authority and consent for the Child to the extent permitted by law. This consent does not subscribe anyone to marketing emails or texts or grant optional media permission.

13 Optional photographs recordings and testimonials

THIS PERMISSION IS OPTIONAL. REFUSING IT DOES NOT AFFECT ELIGIBILITY TO REGISTER OR PARTICIPATE. ACCEPTING THE REQUIRED WAIVER DOES NOT BY ITSELF GRANT MEDIA PERMISSION.

Permission applies only if an affirmative, separate choice is recorded for the identified Participant. A missing or conflicting choice means permission is not granted. The choice does not cover another family member.

If I grant permission, I authorize the Foundation and persons acting on its behalf to photograph, film, audio-record or otherwise record the Participant's image, likeness, voice and participation during or in connection with Activities

during the Coverage Period, together with a testimonial I voluntarily provide as an adult or expressly approve for a Child (the "Media").

I authorize the Foundation to reproduce, edit, adapt, publish, display, distribute and use the Media without compensation to document, communicate and promote its charitable work, programmes, services, fundraising and community impact, including through its website, social media, newsletters, reports, presentations, advertising, programme materials and displays. The Foundation will not publish the Participant's full name or other identifying personal information with the Media without additional consent. Online Media may be viewed, copied or shared by others beyond the Foundation's control.

When I give permission as an Adult Participant

The Foundation will own Media created by or on its behalf, including copyright in those recordings. To the extent I have rights in the Media, I assign those rights to the Foundation and waive moral rights solely to permit the authorized uses. I have no right to inspect or approve the final Media, and the Foundation is not required to create or use it.

To the fullest extent permitted by law, I release the Foundation and persons acting on its behalf from claims arising from the authorized creation, editing or use of the Media, except claims arising from use outside this permission or from gross negligence or wilful misconduct.

When I give permission as a parent or guardian

I give permission for the Child only to the extent of my lawful authority. To the fullest extent permitted by law, I release claims that I personally have concerning the creation, editing, publication, display, distribution or authorized use of the Media, including claims based on privacy, publicity, personality rights, moral rights, copyright, defamation, misappropriation of image or likeness, emotional distress or negligence.

IN MY PERSONAL CAPACITY, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS, BROUGHT BY OR ON BEHALF OF THE CHILD OR THE CHILD'S PARENTS, GUARDIANS, LITIGATION GUARDIAN, ESTATE, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, RELATING TO THE AUTHORIZED CREATION, EDITING OR USE OF THIS MEDIA, ONLY TO THE EXTENT PERMITTED BY LAW. THIS DOES NOT WAIVE A RIGHT OF THE CHILD THAT CANNOT LAWFULLY BE WAIVED.

Withdrawal and separate choice

I may withdraw permission for future uses by written notice to the Foundation. Withdrawal does not affect Media already produced, published, distributed or committed for publication before the Foundation receives and has a reasonable opportunity to process the notice. The Foundation cannot recall copies shared by others beyond its control.

[ ] PERMISSION GRANTED for the identified Participant on the terms above.
[ ] PERMISSION NOT GRANTED for promotional or public-communication use.

Media choice made by and date _____

14 General terms

A newer version of this agreement must be accepted before further participation when issued by the Foundation. A separate activity-specific consent or waiver is required where described in section 1. If signing capacity or parental/guardian authority changes, the person with the appropriate capacity and authority must accept the current version before further participation. A Participant turning 18 must accept in their own capacity as described in section 2.

This agreement addresses participation risks, the applicable release and indemnity, emergency arrangements, privacy and any separately granted media permission. It does not itself create a membership, authorize recurring billing or replace separately disclosed programme registration, payment, cancellation or refund terms.

This agreement constitutes the entire agreement concerning the matters addressed in it and replaces prior oral or written representations concerning those matters, without retrospectively altering the terms applicable to earlier Activities. A separate activity-specific agreement supplements this agreement unless it expressly replaces it. If a provision is invalid or unenforceable, it will be severed or limited to the minimum extent necessary and the remaining provisions continue in effect.

This agreement is governed by Ontario law and applicable federal Canadian law. Ontario courts have exclusive jurisdiction over disputes connected with it, subject to rights that cannot lawfully be restricted. No provision waives a right or remedy that cannot lawfully be waived.

15 Required acknowledgement and signature

By signing or intentionally accepting this agreement electronically, I confirm that:

- I have read the entire agreement, understand its applicable terms, and have had the opportunity to ask questions before acceptance.
- The Participant and signer information is accurate, and I am signing in the capacity identified on page 1 or in the linked acceptance record.
- I understand the assumption of risk, release, waiver and indemnity that apply to me, including the release of my own claims arising from negligence to the fullest extent permitted by law.
- If I am the Adult Participant, I am at least 18, have legal capacity to sign for myself, and my understanding is not impaired. If I sign for a Child, I have authority to give the stated consents, agree personally to the provisions applying to me, and will report changes to that authority.
- I authorize the emergency arrangements and consent to the personal-information practices described in sections 11 and 12, to the extent of my lawful authority.
- I understand the applicable Coverage Period and the need for additional consent for certain Activities. Optional media permission depends on a separate affirmative choice.
- I am accepting voluntarily, without pressure or undue influence, and intend to be legally bound by the terms that apply to me.

[ ] I accept the required terms of this Adult and Child Activity Waiver in the applicable signing capacity. This acceptance does not grant optional media permission.

Participant full legal name	
Signer full legal name	
Signature or intentional electronic acceptance	
Date of acceptance	

For electronic acceptance, I consent to use an electronic record and intend my typed name, electronic signature or other intentional acceptance action linked to my identity to serve as my signature. The acceptance record must identify the Participant, signer and signing capacity, the accepted version and the date of acceptance. I may request a copy from the Foundation.